

AG Contract No. KR02-1892TRN
ADOT ECS File No. JPA 02-45
Project No: 063-2-(24)
TRACS No. H4160 01C
Section: SR 95, McCulloch Boulevard South
to London Bridge Road

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF LAKE HAVASU CITY

THIS AGREEMENT is entered into 5th February, 2003, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION acting by and through its INTERMODAL TRANSPORTATION DIVISION (the "State") and the City of LAKE HAVASU CITY, acting by and through its MAYOR and CITY COUNCIL (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City and the City.

3. Incident to the State's roadway construction of SR 95 from McCulloch Boulevard South to London Bridge Road, the City and the State desire to incorporate the addition of the following three elements to the State's project; **1)** The design, construction and maintenance of a 10 foot multi-use pathway within the State's SR 95 rights-of-way, between McCulloch Boulevard South and Palo Verde North, desired by both the State and the City, at the State's expense; at the City's request; **2)** The relocation of the existing airport entrance east of SR 95 to approximate Station 2355+00 (approximately 500 feet), to the main entrance of the Lake Havasu City Airport, at an estimated cost of \$63,186.00, all at the City's expense and **3)** The design and construction of two right turn lanes, one northbound SR 95 at Oro Grande Boulevard, and one southbound SR 95 at Mesquite Avenue, at an estimated cost of \$21,923.00, all at the City's expense. City's estimated total is \$85,109.00. These three elements will hereinafter be referred to as the "Project". The parties hereto agree that the State shall be the lead agency for the Project.

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

NO. 25791
Filed with the Secretary of State
Date Filed: 02/05/2003
Janice K. Brewer
Secretary of State

By: Vicky D. Graenewald

II. SCOPE OF WORK

1. The City will:

a. Upon execution of this agreement and receipt of an invoice, remit to the State an amount estimated of \$85,109.00, for the estimated cost of the Project, which will include a fixed rate of 15% for construction engineering and administration, as shown on Exhibits "A, B, and C", attached hereto and made a part hereto.

b. Review the design documents and provide comments.

c. Hereby designate the State, as authorized agent for the City. Should the City withdraw its proposed plans for whatever reason, the City shall be responsible for all costs incurred by the State up to the time of withdrawal, unless the reason for the City's cancellation is due to the State's failure to comply with its obligations thereunder.

d. Be responsible for the City's portion of the cost of the Project, estimated at \$85,109.00, and for its proportionate share of any cost increases. The City agrees to be responsible for any design consultant and/or contractor claims for extra compensation attributable to the City.

e. Upon completion of the Project, approve and accept the Project on behalf of the parties hereto, provide routine maintenance and repair for the Lake Havasu City Airport connector roadway and provide routine maintenance and repair for the multi-use pathway; all at City expense. Maintenance and repair of the multi-use pathway to include, but is not limited to: routine sweeping, cleaning, pathway markings, signs and erection, litter control and pickup, control of weed overgrowth and vegetation.

2. The State will:

a. Upon execution of this agreement, invoice the City for the cost of the Project, in an amount estimated at \$85,109.00, which includes a fixed rate of 15% for construction engineering and administration, as shown on the attached Exhibits "A, B, and C".

b. Hereby agree to be authorized agent for the City. Provide to the City, design plans, specifications and such other documents and services required for construction bidding and construction of the Project. Incorporate or resolve City review comments.

c. On behalf of the City and with written concurrence of the design plans, the State will call for bids, award one or more contracts to accomplish the Project, administer same and make all payments to the contractor. Confer with, and obtain written consent from the City on any Project related contract modifications.

d. Be responsible for the State's portion of the cost of the Project, and for its proportionate share of any cost increases. Be responsible for any design consultants and/or contractor claims for extra compensation due to delays or whatever reason, attributable to the State.

e. Upon completion of the design and construction of all elements of the Project, invoice or reimburse the City any difference between the amount paid by the City and the actual cost for design, and the actual cost for construction, including a fixed rate of 15% for construction engineering and administration costs for the Project.

f. Grant the City a perpetual right of entry to access State's rights-of-way, as required, for the City to perform maintenance/repair work.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project and reimbursements; provided, however, that this agreement, except any provisions for maintenance, which shall be perpetual, may be cancelled at any time prior to the advertisement of the Project construction contract, with thirty days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy, which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007
FAX (602-712-7424


City of Lake Havasu City
City Manager
2330 N. McCulloch Boulevard North
Lake Havasu City, AZ 86403

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

LAKE HAVASU CITY

STATE OF ARIZONA
Department of Transportation

By 
BRUCE WILLIAMS
City Manager

By 
WILLIAM J. HIGGINS, P.E.
Deputy State Engineer

ATTEST:

By 
CARLA SIMENDICH
City Clerk

RESOLUTION

BE IT RESOLVED on this 4th day of October, 2002, that I, the undersigned VICTOR M. MENDEZ, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with Lake Havasu City, for the purpose of Incident to the State's roadway construction of the SR 95 from McCulloch Boulevard South to London Bridge Road, the City requests the State incorporate the addition of the following three (3) elements to the State's construction project; 1) The State, and the City desire to participate in the design, construction and maintenance of a 10 foot multi-use path within SR 95 right-of-way, between McCulloch Boulevard South and Palo Verde North; 2) The City requests the State to include the work for the relocation of the existing airport entrance east of SR 95, by approximately 500 feet to approximately Sta.2355+00, to the main entrance of the Lake Havasu City Airport for incorporation to the State's construction project on SR 95; 3) The City requests the State to do the design and construction of two (2) right turn lanes for one (1) northbound SR 95 at Oro Grande Boulevard, and one (1) right turn lane for southbound SR 95 at Mesquite Avenue.

Therefore, authorization is hereby granted to draft said agreement, which, upon completion, shall be submitted to the State Traffic Engineer for approval and execution.


JOHN W. CARR, P.E., Staff Engineer
Intermodal Transportation Division
Development Group
for VICTOR M. MENDEZ, Director

RESOLUTION NO. 02- 1711

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF LAKE HAVASU CITY,
MOHAVE COUNTY, ARIZONA, AUTHORIZING THE
EXECUTION OF AN INTERGOVERNMENTAL
AGREEMENT WITH THE STATE OF ARIZONA (ADOT)
FOR IMPROVMENTS AS A PART OF THE STATE ROUTE 95 WIDENING PROJECT

WHEREAS, Lake Havasu City and the Arizona Department of Transportation (ADOT) will jointly participate in the design, construction and maintenance of a 10 foot multi-use pathway from South McCulloch Boulevard to North Palo Verde Boulevard, the relocation of the main entrance to the Airport and the construction of two additional right hand turn lanes on State Route 95; and

WHEREAS, the Arizona Department of Transportation agrees to design and construct the multi-use pathway for an estimated construction cost of \$1,104,000, design and relocate the main entrance to the Airport and design and construct two additional right turn lanes, one at southbound State Route 95 at London Bridge Road (Mesquite) and one at northbound State Route 95 at Oro Grande Boulevard for an estimated cost of \$85,109; and

WHEREAS, the City agrees to provide routine maintenance to the pathway and be responsible for the construction and design costs for the relocation of the Airport entrance and the two right turn lanes for an estimated cost of \$85,109.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council hereby approve this intergovernmental agreement for the intent and purpose stated above, and authorize the execution of said agreement with the State of Arizona Department of Transportation relating to the Improvements to the State Route 95 Widening Project.

PASSED AND ADOPTED by the Mayor and City Council of Lake Havasu City, Arizona, this 12th day of November 2002.

By: Melanie Grinstead-Hanak
Melanie Grinstead-Hanak, Mayor

ATTEST:

APPROVED AS TO FORM

Carla Simendich
Carla Simendich, City Clerk of Lake Havasu City

Maureen George
Maureen George, City Attorney

REVIEWED BY:

Kevin P. Murphy
Kevin P. Murphy, Public Works Director

EXHIBIT A SUMMARY
IGA ESTIMATE BACKUP

AIRPORT CONNECTOR

ITEM	COST		
	DESIGN	CONSTRUCTION	TOTAL
1 AIRPORT CONNECTOR	\$9,122.00	\$39,640.00	\$48,762.00
MAINTENANCE OF TRAFFIC SHARE (2.5%)	\$0.00	\$991.00	\$991.00
CONSTRUCTION SURVEYING AND LAYOUT SHARE (3.0%)	\$0.00	\$1,189.00	\$1,189.00
CONTRACTOR QUALITY CONTROL SHARE (2.10%)	\$0.00	\$832.00	\$832.00
MOBILIZATION SHARE (10%)	\$0.00	\$3,964.00	\$3,964.00
SUBTOTAL	\$9,122.00	\$46,616.00	\$55,738.00
15% CONSTRUCTION ENGINEERING AND ADMINISTRATION	\$0.00	\$6,992.00	\$6,992.00
5% ENGINEERING ADMINISTRATION	\$456.00	\$0.00	\$456.00
AIRPORT CONNECTOR TOTAL (100% LHC FUNDING)	\$9,578.00	\$53,608.00	\$63,186.00

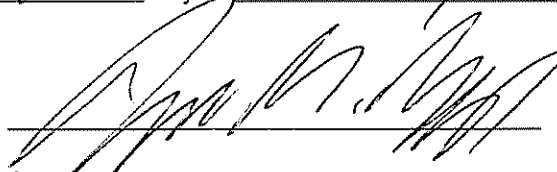
**100% SUBMITTAL
AIRPORT CONNECTOR**

ITEM NO.	ITEM DESCRIPTION	UNIT	STAGE V		
			QUANTITY	UNIT PRICE	AMOUNT
2020029	REMOVAL OF ASPHALTIC CONCRETE PAVEMENT	SQ. YD.	6,800	\$1.00	\$6,800.00
2020034	REMOVAL OF SIGNS	L. SUM	0	\$1,000.00	\$0.00
2020201	SAWCUTTING	L. FT.	165	\$1.00	\$165.00
2030301	ROADWAY EXCAVATION	CU. YD.	510	\$4.50	\$2,295.00
3030022	AGGREGATE BASE, CLASS 2	CU. YD.	340	\$17.00	\$5,780.00
4160004	ASPHALTIC CONCRETE (3/4" MIX) (END PRODUCT) (SPECIAL MIX)	TON	330	\$20.00	\$6,600.00
4040125	FOG COAT	TON	19	\$300.00	\$5,700.00
7310610	MAST ARM (50 FT.) (TAPERED)	EACH	1	\$2,400.00	\$2,400.00
7310800	REMOVAL OF LIGHT POLES & BASES	EACH	0	\$1,000.00	\$0.00
7330060	TRAFFIC SIGNAL FACE (TYPE F)	EACH	2	\$375.00	\$750.00
7330130	TRAFFIC SIGNAL FACE (TYPE Q)	EACH	2	\$600.00	\$1,200.00
7330210	TRAFFIC SIGNAL FACE (PEDESTRIAN) (MAN/HAND)	EACH	4	\$500.00	\$2,000.00
7330220	PEDESTRIAN PUSHBUTTON	EACH	4	\$275.00	\$1,100.00
7330310	TRAFFIC SIGNAL MOUNTING ASSEMBLY (TYPE II)	EACH	3	\$150.00	\$450.00
7330360	TRAFFIC SIGNAL MOUNTING ASSEMBLY (TYPE VII)	EACH	2	\$250.00	\$500.00
7350140	LOOP DETECTOR FOR TRAFFIC SIGNALS (6'X50') (QUAD)	EACH	4	\$650.00	\$2,600.00
9080296	CONCRETE SIDEWALK RAMP (C-5.30) (TYPE 6)	EACH	2	\$650.00	\$1,300.00
	CONSTRUCTION COST SUBTOTAL				\$39,640.00
	DESIGN		1	9,122	\$9,122.00
	AIRPORT CONNECTOR TOTAL (100% LHC FUNDING)				\$48,762.00

APPROVAL OF THE LAKE HAVASU CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the CITY OF LAKE HAVASU CITY and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 15th day of January, 2003.



Attorney



OFFICE OF THE ATTORNEY GENERAL
STATE OF ARIZONA

TERRY GODDARD
ATTORNEY GENERAL

CIVIL DIVISION
TRANSPORTATION SECTION
WRITER'S DIRECT LINE: 602.542.8855


INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR02-1892TRN (JPA 02-45), an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED January 30, 2003.

TERRY GODDARD
Attorney General



SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

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